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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THE NEWPORT BRAIN RESEARCH  
LABORATORY, INC., a California  
corporation, and NBRL V, a Nevada  
limited liability corporation,

Plaintiffs,

v.

KEVIN MURPHY, an individual; and  
DOES 1 through 10,

Defendants.

Case No. 8:18-cv-01625-JLS-JDE  
**STIPULATED PROTECTIVE  
ORDER**

The parties, though counsel, have stipulated to the following (Dkt. 16):

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1           2.     GOOD CAUSE STATEMENT

2           This action is likely to involve trade secrets, customer and pricing lists and  
3 other valuable research, development, commercial, financial, technical and/or  
4 proprietary information for which special protection from public disclosure and from  
5 use for any purpose other than prosecution of this action is warranted. Such  
6 confidential and proprietary materials and information consist of, among other  
7 things, confidential business or financial information, information regarding  
8 confidential business practices, or other confidential research, development, or  
9 commercial information (including information implicating privacy rights of third  
10 parties), information otherwise generally unavailable to the public, or which may be  
11 privileged or otherwise protected from disclosure under state or federal statutes,  
12 court rules, case decisions, or common law.

13           Accordingly, to expedite the flow of information, to facilitate the prompt  
14 resolution of disputes over confidentiality of discovery materials, to adequately  
15 protect information the parties are entitled to keep confidential, to ensure that the  
16 parties are permitted reasonable necessary uses of such material in preparation for  
17 and in the conduct of trial, to address their handling at the end of the litigation, and  
18 serve the ends of justice, a protective order for such information is justified in this  
19 matter. It is the intent of the parties that information will not be designated as  
20 confidential for tactical reasons and that nothing be so designated without a good  
21 faith belief that it has been maintained in a confidential, non-public manner, and  
22 there is good cause why it should not be part of the public record of this case.

23           3.     ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

24           The parties further acknowledge, as set forth in Section 14.3, below, that this  
25 Stipulated Protective Order does not entitle them to file confidential information  
26 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
27 the standards that will be applied when a party seeks permission from the court to  
28 file material under seal. There is a strong presumption that the public has a right of

1 access to judicial proceedings and records in civil cases. In connection with non-  
2 dispositive motions, good cause must be shown to support a filing under seal. See  
3 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),  
4 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-  
5 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
6 stipulated protective orders require good cause showing), and a specific showing of  
7 good cause or compelling reasons with proper evidentiary support and legal  
8 justification, must be made with respect to Protected Material that a party seeks to  
9 file under seal. The parties' mere designation of Disclosure or Discovery Material as  
10 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" does  
11 not— without the submission of competent evidence by declaration, establishing that  
12 the material sought to be filed under seal qualifies as confidential, privileged, or  
13 otherwise protectable—constitute good cause.

14 Further, if a party requests sealing related to a dispositive motion or trial, then  
15 compelling reasons, not only good cause, for the sealing must be shown, and the  
16 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
17 See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir. 2010). For  
18 each item or type of information, document, or thing sought to be filed or introduced  
19 under seal, the party seeking protection must articulate compelling reasons,  
20 supported by specific facts and legal justification, for the requested sealing order.  
21 Again, competent evidence supporting the application to file documents under seal  
22 must be provided by declaration.

23 Any document that is not confidential, privileged, or otherwise protectable in  
24 its entirety will not be filed under seal if the confidential portions can be redacted. If  
25 documents can be redacted, then a redacted version for public viewing, omitting only  
26 the confidential, privileged, or otherwise protectable portions of the document, shall  
27 be filed. Any application that seeks to file documents under seal in their entirety  
28 should include an explanation of why redaction is not feasible.

1           4.     DEFINITIONS

2           4.1    Action: this federal case filed in the United States District Court,  
3 Central District of California, Case No. 8:18-CV-01625.

4           4.2    Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6           4.3    “CONFIDENTIAL” Information or Items: information  
7 (regardless of how it is generated, stored or maintained) or tangible things that  
8 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
9 above in the Good Cause Statement and designated as “CONFIDENTIAL” or  
10 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

11          4.4    Counsel: Outside Counsel of Record and House Counsel (as well  
12 as their support staff).

13          4.5    Designating Party: a Party or Non-Party that designates  
14 information or items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

16          4.6    Disclosure or Discovery Material: all items or information,  
17 regardless of the medium or manner in which it is generated, stored, or maintained  
18 (including, among other things, testimony, transcripts, and tangible things), that are  
19 produced or generated in disclosures or responses to discovery.

20          4.7    Expert: a person with specialized knowledge or experience in a  
21 matter pertinent to the litigation who has been retained by a Party or its counsel to  
22 serve as an expert witness or as a consultant in this Action.

23          4.8    House Counsel: attorneys who are employees of a Party to this  
24 Action. House Counsel does not include Outside Counsel of Record or any other  
25 outside counsel.

26          4.9    Non-Party: any natural person, partnership, corporation,  
27 association or other legal entity not named as a Party to this action.  
28

1           4.10 Outside Counsel of Record: attorneys who are not employees of a  
2 Party to this Action but are retained to represent a Party to this Action and have  
3 appeared in this Action on behalf of that Party or are affiliated with a law firm that  
4 has appeared on behalf of that Party, and includes support staff.

5           4.11 Party: any party to this Action, including all of its officers,  
6 directors, employees, consultants, retained experts, and Outside Counsel of Record  
7 (and their support staffs).

8           4.12 Producing Party: a Party or Non-Party that produces Disclosure  
9 or Discovery Material in this Action.

10          4.13 Professional Vendors: persons or entities that provide litigation  
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          4.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS’ EYES  
16 ONLY.”

17          4.15 Receiving Party: a Party that receives Disclosure or Discovery  
18 Material from a Producing Party.

19          5.    SCOPE

20          The protections conferred by this Stipulation and Order cover not only  
21 Protected Material (as defined above), but also (1) any information copied or  
22 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
23 compilations of Protected Material; and (3) any testimony, conversations, or  
24 presentations by Parties or their Counsel that might reveal Protected Material.  
25 However, the protections conferred by this Order do not cover the following  
26 information: (a) any information that is in the public domain at the time of disclosure  
27 to a Receiving Party or becomes part of the public domain after its disclosure to a  
28 Receiving Party as a result of publication not involving a violation of this Order,

1 including becoming part of the public record through trial or otherwise; and (b) any  
2 information known to the Receiving Party prior to the disclosure or obtained by the  
3 Receiving Party after the disclosure from a source who obtained the information  
4 lawfully and under no obligation of confidentiality to the Producing Party.

5 Any use of Protected Material at trial shall be governed by the orders of the  
6 trial judge and other applicable authorities. This Order does not govern the use of  
7 Protected Material at trial.

#### 8 6. DURATION

9 Even after final disposition of this litigation, the confidentiality obligations  
10 imposed by this Order shall remain in effect until the Designating Party agrees  
11 otherwise in writing or a court order otherwise directs. Final disposition shall be  
12 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
13 or without prejudice; and (2) final judgment herein after the completion and  
14 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
15 including the time limits for filing any motions or applications for extension of time  
16 pursuant to applicable law.

#### 17 7. DESIGNATING PROTECTED MATERIAL

18 7.1 Exercise of Restraint and Care in Designating Material for  
19 Protection. Each Party or Non-Party that designates information or items for  
20 protection under this Order must take care to limit any such designation to specific  
21 material that qualifies under the appropriate standards. The Designating Party must  
22 designate for protection only those parts of material, documents, items or oral or  
23 written communications that qualify so that other portions of the material,  
24 documents, items or communications for which protection is not warranted are not  
25 swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations  
27 that are shown to be clearly unjustified or that have been made for an improper  
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

7.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also

1 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
2 in the margins).

3 (b) for testimony given in depositions that the Designating Party  
4 identifies on the record, before the close of the deposition all protected testimony.

5 (c) for information produced in some form other than documentary  
6 and for any other tangible items, that the Producing Party affix in a prominent place  
7 on the exterior of the container or containers in which the information is stored the  
8 legend "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY."  
9 If only a portion or portions of the information warrants protection, the Producing  
10 Party, to the extent practicable, shall identify the protected portion(s).

11 7.3 Inadvertent Failures to Designate. If timely corrected, an  
12 inadvertent failure to designate qualified information or items does not, standing  
13 alone, waive the Designating Party's right to secure protection under this Order for  
14 such material. Upon timely correction of a designation, the Receiving Party must  
15 make reasonable efforts to assure that the material is treated in accordance with the  
16 provisions of this Order. Any documents which are subject to the attorney-client  
17 privilege or work product protection that are inadvertently disclosed shall  
18 immediately be returned by the Receiving Party, and the Receiving Party shall also  
19 destroy any copies or summaries or notes relating to, any such inadvertently or  
20 mistakenly produced information.

21 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 8.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court's  
24 Scheduling Order.

25 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process under Local Rule 37-1 et seq.

27 8.3 Joint Stipulation. Any challenge submitted to the Court shall be  
28 via a joint stipulation pursuant to Local Rule 37-2.



1           8.4    The burden of persuasion in any such challenge proceeding shall  
2 be on the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties shall  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party's designation until the Court rules on the  
8 challenge.

9           9.    ACCESS TO AND USE OF PROTECTED MATERIAL

10           9.1   Basic Principles. A Receiving Party may use Protected Material  
11 that is disclosed or produced by another Party or by a Non-Party in connection with  
12 this Action only for prosecuting, defending or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under the  
14 conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 15 below (FINAL  
16 DISPOSITION).

17           Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20           9.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

24                   (a)   the Receiving Party's Outside Counsel of Record in this  
25 Action, as well as employees of said Outside Counsel of Record to whom it is  
26 reasonably necessary to disclose the information for this Action;

27                   (b)   the officers, directors, and employees (including House  
28 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this

1 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A);

3 (c) Experts (as defined in this Order) of the Receiving Party to  
4 whom disclosure is reasonably necessary for this Action and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and  
9 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
10 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the  
12 information or a custodian or other person who otherwise possessed or knew the  
13 information;

14 (h) during their depositions, witnesses, and attorneys for  
15 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)  
16 the deposing party requests that the witness sign the form attached as Exhibit A  
17 hereto; and (2) they will not be permitted to keep any confidential information unless  
18 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
19 otherwise agreed by the Designating Party or ordered by the court. Pages of  
20 transcribed deposition testimony or exhibits to depositions that reveal Protected  
21 Material may be separately bound by the court reporter and may not be disclosed to  
22 anyone except as permitted under this Stipulated Protective Order; and

23 (i) any mediators or settlement officers and their supporting  
24 personnel, mutually agreed upon by any of the parties engaged in settlement  
25 discussions.

26 9.3 Disclosure of “CONFIDENTIAL — ATTORNEYS’ EYES  
27 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
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1 writing by the Producing Party, a Receiving Party may only disclose information or  
2 items designated “CONFIDENTIAL — ATTORNEYS’ EYES ONLY” to:

- 3 (i) the Receiving Party’s Outside Counsel of Record in this Action;
- 4 (ii) Expert (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this litigation and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and  
7 (iii) the court and its personnel.

8 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
9 PRODUCED IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that  
13 Party must:

14 (a) promptly notify in writing the Designating Party. Such  
15 notification shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or  
17 order to issue in the other litigation that some or all of the material covered by the  
18 subpoena or order is subject to this Protective Order. Such notification shall include  
19 a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be affected.

22 (d) If the Designating Party timely seeks a protective order, the Party  
23 served with the subpoena or court order shall not produce any information  
24 designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY” before a determination by the court from which the  
26 subpoena or order issued, unless the Party has obtained the Designating Party’s  
27 permission. The Designating Party shall bear the burden and expense of seeking  
28 protection in that court of its confidential material and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this Action  
2 to disobey a lawful directive from another court.

3 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information  
6 produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or  
7 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced  
8 by Non-Parties in connection with this litigation is protected by the remedies and  
9 relief provided by this Order. Nothing in these provisions should be construed as  
10 prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery  
12 request, to produce a Non-Party’s confidential information in its possession, and the  
13 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s  
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and  
16 the Non-Party that some or all of the information requested is subject to a  
17 confidentiality agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the  
19 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
20 reasonably specific description of the information requested; and

21 (3) make the information requested available for  
22 inspection by the Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this  
24 court within 14 days of receiving the notice and accompanying information, the  
25 Receiving Party may produce the Non-Party’s confidential information responsive to  
26 the discovery request and must assure the confidential information being produced is  
27 designated confidential. If the Non-Party timely seeks a protective order, the  
28 Receiving Party shall not produce any information in its possession or control that is

1 subject to the confidentiality agreement with the Non-Party before a determination  
2 by the court. Absent a court order to the contrary, the Non-Party shall bear the  
3 burden and expense of seeking protection in this court of its Protected Material.

4 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
10 persons to whom unauthorized disclosures were made of all the terms of this Order,  
11 and (d) request such person or persons to execute the “Acknowledgment and  
12 Agreement to Be Bound” attached hereto as Exhibit A.

13 13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
14 OTHERWISE PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection,  
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
19 may be established in an e-discovery order that provides for production without prior  
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
21 parties reach an agreement on the effect of disclosure of a communication or  
22 information covered by the attorney-client privilege or work product protection, the  
23 parties may incorporate their agreement in the stipulated protective order submitted  
24 to the court.

25 14. MISCELLANEOUS

26 14.1 Right to Further Relief. Nothing in this Order abridges the right  
27 of any person to seek its modification by the Court in the future.  
28

1           14.2 Right to Assert Other Objections. By stipulating to the entry of  
2 this Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           14.3 Filing Protected Material. A Party that seeks to file under seal  
7 any Protected Material must comply with Local Civil Rule 79-5. Protected Material  
8 may only be filed under seal pursuant to a court order authorizing the sealing of the  
9 specific Protected Material. If a Party's request to file Protected Material under seal  
10 is denied by the court, then the Receiving Party may file the information in the  
11 public record unless otherwise instructed by the court.

12           15. FINAL DISPOSITION

13           After the final disposition of this Action, as defined in paragraph 6, within 60  
14 days of a written request by the Designating Party, each Receiving Party must return  
15 all Protected Material to the Producing Party or destroy such material. As used in  
16 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
17 summaries, and any other format reproducing or capturing any of the Protected  
18 Material. Whether the Protected Material is returned or destroyed, the Receiving  
19 Party must submit a written certification to the Producing Party (and, if not the same  
20 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
21 (by category, where appropriate) all the Protected Material that was returned or  
22 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
23 abstracts, compilations, summaries or any other format reproducing or capturing any  
24 of the Protected Material. Notwithstanding this provision, Outside Counsel of  
25 Record are entitled to retain an archival copy of all pleadings, motion papers, trial,  
26 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
27 and trial exhibits, expert reports, attorney work product, and consultant and expert  
28 work product, even if such materials contain Protected Material. Any such archival


1 copies that contain or constitute Protected Material remain subject to this Protective  
2 Order as set forth in Section 6 (DURATION).

3 16. VIOLATION

4 Any violation of this Order may be punished by appropriate measures  
5 including, without limitation, contempt proceedings and/or monetary sanctions.

6  
7 The parties having stipulated to the foregoing (Dkt. 16) and good cause  
8 appearing therefor, IT IS SO ORDERED.

9  
10 DATED: January 02, 2019

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13 JOHN D. EARLY  
14 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 January 2, 2019 in the case of The Newport Brain Research Laboratory v. Murphy,  
8 Central District California, Case No. 8:18-cv-01625-JLS-JDE. I agree to comply  
9 with and to be bound by all the terms of this Stipulated Protective Order and I  
10 understand and acknowledge that failure to so comply could expose me to sanctions  
11 and punishment in the nature of contempt. I solemnly promise that I will not  
12 disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action.

19 I hereby appoint \_\_\_\_\_ [print or type full name] of  
20 \_\_\_\_\_ [print or type full address and telephone  
21 number] as my California agent for service of process in connection with this action  
22 or any proceedings related to enforcement of this Stipulated Protective Order.

23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_  
28